

## **TERMINATION**

### **When does your insurance terminate?**

You will cease to be insured on the earliest of the following dates:

1. the date the policy terminates;
2. the date you are no longer in an eligible class;
3. the date your class is no longer included for insurance;
4. the last day for which you made any required employee contribution;
5. the date employment terminates. Cessation of active employment will be deemed termination of employment, except:
  - a. if you are disabled, your insurance will be continued during:
    - i. the elimination period; and
    - ii. the period during which premium is being waived.
  - b. your employer may continue your insurance by paying the required premium, subject to the following:
    - i. Insurance may be continued for the time shown in the plan outline if you are:
      - a) temporarily laid off; or
      - b) given leave of absence.
    - ii. The employer must act so as not to discriminate unfairly among employees in similar situations.

## **SOME GENERAL INFORMATION TO KNOW**

### **When must we be notified of a claim?**

You must give us written notice of claim within 30 days of the date disability starts. If that is not possible, you must notify us as soon as you can.

When we receive your written notice of claim, we will send you our claim forms. If you do not receive the forms within 15 days after you sent the notice, you can send written proof of claim without waiting for the form.

### **When does proof of claim have to be given?**

You must give us proof of claim no later than 90 days after the end of the elimination period.

If it is not possible for you to give proof within these time limits, it must be given as soon as reasonably possible. But you may not give proof later than one year after the time it is otherwise required, unless you are legally unable to notify us.

You must give us proof of continued disability and regular attendance of a physician within 30 days of the date we request the proof.

The proof must cover:

1. the date disability started;
2. the cause of disability; and
3. how serious the disability is.

### **How can statements made in any application for this insurance be used?**

All statements you made when applying for this insurance and providing evidence of insurability are considered representations and not warranties (absolute guarantees). No statements by you will be used to reduce or deny a claim unless contained in the application:

1. signed by you; and
2. a copy of which has been given to you.

### **Can legal proceedings be started at any time?**

LC-GI-1

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**No, you or your authorized representative cannot start any legal action:**

- 1. until 60 days after proof of claim has been given; nor**
- 2. more than 3 years after the time proof of claim is required.**

**What happens if facts are misstated?**

**If relevant facts about you were not accurate:**

- 1. a fair adjustment of premium will be made; and**
- 2. the true facts will decide if and in what amount insurance is valid.**

**Does this coverage affect workers' or workmen's compensation?**

**The policy is not in lieu of, and does not affect, any requirement for coverage by workers' or workmen's compensation insurance.**

Plan Arranged by  
CORPORATE HEALTHCARE FINANCING  
111 S. Calvert Street  
Legg Mason Tower, Suite 2670  
Baltimore, MD 21202  
(410) 837-2580



Underwritten by  
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Portland, Maine

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FJS0082



**FOR THE EMPLOYEES ENROLLED IN THE**

**Sinclair Broadcast Group, Inc.**

**Employee Benefit Plan**

**YOUR**

**HEALTH**

**CARE**

**BENEFITS**

**High**

**FJS0083**

Federal Communications Commission

Docket No. 93-94 Exhibit No. 40 TAB 30

Presented by Scupper Howard

Disposition

Identified

9/13/94

Received

9/13/94

Rejected

Reported by

J. M. Nalty

Date

9/13/94

**SINCLAIR BROADCAST GROUP, INC.**

**EMPLOYEE BENEFIT HEALTH PLAN  
HIGH OPTION**

**NOVEMBER 1, 1991**

**FJS0084**



**W A R N I N G:**

**YOUR EXPENSES MAY NOT BE COVERED IF THEY ARE  
CONSIDERED TO BE PRE-EXISTING. PLEASE SEE SECTION  
REGARDING PRE-EXISTING COVERAGE ON PAGE 3.**

**SCHEDULE OF MEDICAL BENEFITS  
HIGH OPTION**

**Annual Deductibles:**  
**\$150 Individual**  
**\$450 Family**

**Annual Out-of-Pocket Maximum:**  
**(Excluding Deductible)**  
**\$350 Individual**  
**\$700 Family**

**Inpatient Hospital Deductible:**      **Emergency Room Deductible:**  
**(Do Not Apply to the Out-of-Pocket Maximum)**  
**\$100 Per Period Of Confinement**      **\$100 Per Cause**

**Lifetime Benefit Maximum:**  
**(Includes All Other Maximums)**  
**\$1,000,000**

The following chart summarizes co-payment amounts paid by the plan, benefit maximums and additional explanation needed for your benefits. If you do not follow the requirements outlined in the Health Care Management section of this plan, expenses will not be considered for reimbursement. Please refer to the text for additional plan provisions which may affect your benefits.

<b>Benefit Description</b>	<b>Annual Deductible</b>	<b>Plan Pays</b>	<b>Additional Limitations and Explanations</b>
<b>Second and Third Surgical Opinions</b>	<b>NO</b>	<b>100%</b>	If you fail to comply with the procedures required by the health care management program, expenses will not be considered for reimbursement. This penalty does not apply to the out-of-pocket maximum.
<b>Pre-Admission Testing</b>	<b>NO</b>	<b>100%</b>	If you fail to comply with the procedures required by the health care management program, expenses will not be considered for reimbursement. This penalty does not apply to the out-of-pocket maximum.
<b>Accidental Injury</b>	<b>NO</b>	<b>100%</b>	<b>\$500 individual per cause maximum.</b> Treatment must begin within 90 days. Expenses in excess of \$500 or treatment received after 90 days will be considered as All Other Covered Medical Expenses.
<b>Outpatient Surgery</b>	<b>NO</b>	<b>100%</b>	Includes facility and physician expenses. If you fail to comply with the procedures required by the health care management program, expenses will not be considered for reimbursement. This penalty does not apply to the out-of-pocket maximum.

<b>Benefit Description</b>	<b>Annual Deductible</b>	<b>Plan Pays</b>	<b>Additional Limitations and Explanations</b>
<b>Birth Center</b>	<b>NO</b>	<b>100%</b>	If you fail to comply with the procedures required by the health care management program, expenses will not be considered for reimbursement. This penalty does not apply to the out-of-pocket maximum.
<b>Maternity Bonus</b>	<b>NO</b>	<b>100%</b>	You will be paid a \$350 bonus if your stay is less than 2 days (1 night stay).
<b>Wellness Benefit</b>	<b>NO</b>	<b>100%</b>	\$200 individual annual maximum. Includes physicals, gynecological exams, well-baby check-ups, immunizations, inoculations, vaccinations, x-ray and lab tests.
<b>Mammograms</b>	<b>NO</b>	<b>100%</b>	Limited to 1 per year.
<b>Home Health Care</b>	<b>NO</b>	<b>100%</b>	Limited to 40 visits per year. 1 visit = 4 hours. If you fail to comply with the procedures required by the health care management program, expenses will not be considered for reimbursement. This penalty does not apply to the out-of-pocket maximum.
<b>Hospice Care</b>	<b>NO</b>	<b>100%</b>	Includes hospice facility and home hospice care. If you fail to comply with the procedures required by the health care management program, expenses will not be considered for reimbursement. This penalty does not apply to the out-of-pocket maximum.
<b>Physician Office Visits</b>	<b>NO</b>	<b>100%</b>	You must pay the first \$10 per visit.
<b>Skilled Nursing Facility</b>	<b>YES</b>	<b>90%</b>	Limited to 120 days per year. If you fail to comply with the procedures required by the health care management program, expenses will not be considered for reimbursement. This penalty does not apply to the out-of-pocket maximum.
<b>Hospital Services</b>	<b>YES</b>	<b>90%</b>	Includes inpatient and outpatient services. Subject to the inpatient hospital deductible for inpatient services. Subject to the emergency room deductible for non-emergency use of the emergency room. If you fail to comply with the procedures required by the health care management program, expenses will not be considered for reimbursement. This penalty does not apply to the out-of-pocket maximum.

<b>Benefit Description</b>	<b>Annual Deductible</b>	<b>Plan Pays</b>	<b>Additional Limitations and Explanations</b>
<b>Inpatient Surgery</b>	<b>YES</b>	<b>90%</b>	If you fail to comply with the procedures required by the health care management program, expenses will not be considered for reimbursement. This penalty does not apply to the out-of-pocket maximum.
<b>Treatment of AIDS</b>	<b>YES</b>	<b>90%</b>	\$10,000 individual lifetime maximum from the date of diagnosis.
<b>Inpatient Mental/ Nervous and Substance Abuse Treatment</b>	<b>YES</b>	<b>50%</b>	Subject to the inpatient hospital deductible. \$25,000 inpatient/outpatient individual lifetime maximum. If you fail to comply with the procedures required by the health care management program, expenses will not be considered for reimbursement. This penalty and your co-payment do not apply to the out-of-pocket maximum.
<b>Outpatient Mental/ Nervous and Substance Abuse Treatment</b>	<b>YES</b>	<b>50%</b>	\$25,000 inpatient/outpatient individual lifetime maximum. \$1,000 outpatient annual maximum. Includes treatment of eating disorders. Your co-payment does not apply to the out-of-pocket maximum.
<b>Bereavement Counseling</b>	<b>YES</b>	<b>50%</b>	Limited to 15 visits within 6 months of the patient's death. Your co-payment does not apply to the out-of-pocket maximum.
<b>Prescription Drugs</b>	<b>—</b>	<b>—</b>	Benefits are provided by APS. You must pay the first \$7 for each generic prescription or refill and \$12 for each brand-name prescription or refill.
<b>All Other Covered Medical Expenses</b>	<b>YES</b>	<b>90%</b>	Benefits are provided for expenses listed in the Covered Medical Expenses section of this plan.

**Health Care Management toll-free number: 1-800-648-4670**

**NOTE:** The word **lifetime** refers to the period of time a covered person is a participant in this plan or any other plan sponsored by Sinclair Broadcast Group, Inc.

**SCHEDULE OF DENTAL BENEFITS  
HIGH OPTION**

**Annual Deductibles:**

**\$50 Individual  
\$150 Family**

**Annual Benefit Maximum:**

**\$1,500 Individual**

The following chart summarizes co-payment amounts paid by the plan and any additional explanation needed for your benefits. Please refer to the text for additional plan provisions which may affect your benefits.

<b>Benefit Description</b>	<b>Annual Deductible</b>	<b>Plan Pays</b>	<b>Additional Limitations and Explanations</b>
<b>Preventative Services</b>	<b>NO</b>	<b>100%</b>	<b>Subject to the annual benefit maximum.</b>
<b>Basic Services</b>	<b>YES</b>	<b>70%</b>	<b>Subject to the annual benefit maximum.</b>
<b>Major Services</b>	<b>YES</b>	<b>50%</b>	<b>Subject to the annual benefit maximum.</b>

**SHORT-TERM DISABILITY BENEFITS**

**BENEFITS**

**Weekly Benefit**

**60% of Basic Weekly Earnings to a Maximum of ..... \$500**

**WAITING PERIODS**

**Accidental Injury ..... 6 days**

**Illness ..... 6 days**

**MAXIMUM BENEFIT PERIOD**

**Per Period of Disability ..... 13 weeks**

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## **INTRODUCTION**

**Sinclair Broadcast Group, Inc.** has prepared this document to help you understand your benefits. Please read it carefully. Your benefits are affected by certain limitations and conditions which require you to be a wise consumer of health services and to use only those services you need. Also, benefits are not provided for certain kinds of treatments or services, even if your *health care provider* recommends them.

**This** document is written in simple, easy-to-understand language. Technical terms are printed in *italics* and defined in the Definitions section.

As used in this document, the word *year* refers to the *benefit year* which is the 12-month period beginning January 1 and ending December 31. All annual benefit maximums and deductibles accumulate during the *benefit year*. The word *lifetime* as used in this booklet refers to the period of time you or your eligible dependents participate in this plan or any other plan sponsored by Sinclair Broadcast Group, Inc.

Any amount you or your eligible dependents have accumulated toward the benefit maximum amounts of any previous Sinclair Broadcast Group, Inc. plan will be counted toward the benefit maximum amounts of this plan. In addition, any time accumulated toward satisfaction of a waiting period or pre-existing condition limitation under the previous plan will be counted toward satisfaction of the waiting period or pre-existing condition limitation of this plan.

Benefits described in this document are effective November 1, 1991.

## **ELIGIBILITY AND PARTICIPATION**

### **Who Is Eligible**

You are eligible to participate in this plan if you are a regular, full-time employee of Sinclair Broadcast Group, Inc. for at least 90 consecutive days. All full-time employees must be regularly scheduled to work a minimum of 25 hours per week.

Your eligible dependents may also participate. Eligible dependents include your lawful spouse as defined by applicable state law, natural children, stepchildren, adopted children and children for whom you are legal guardian. A dependent child must be unmarried and rely on you for primary support and maintenance. Dependent children remain eligible until age 19, or until age 25 if enrolled as a full-time student in a university, college, vocational school, secondary school or institution for training of *nurses*.

You may not participate in this plan as an employee and as a dependent, and your dependents may not participate in this plan as a dependent of more than one employee.

### **Who Pays For Your Benefits**

Sinclair Broadcast Group, Inc. shares the cost of providing benefits for you and your dependents.

### **Enrollment Requirements**

You must enroll within 30 days of your eligibility date. If you also desire dependent coverage, you must enroll your eligible dependents at this time. If you do not have any eligible dependents at the time of initial enrollment but acquire eligible dependents at a later date, you must enroll the dependent(s) within 30 days of the date you acquire them.

## **Late Enrollments**

**If you or your dependents are not enrolled within 30 days of the date you become eligible, you will be required, at your own expense, to provide satisfactory evidence of good health for yourself and each eligible dependent before being allowed to participate. For late enrollment, coverage begins on the first day of the month following the date the application is approved.**

**If you or your dependents are eligible to participate in this plan, but choose instead to participate in another employer's group health plan, you may participate in this plan without submitting evidence of good health if you enroll within 30 days of the date your coverage under the other plan ends. At the time of enrollment in this plan, you must submit a termination notice from the prior plan. You and your eligible dependents are subject to all limitations, provisions and requirements of this plan upon enrollment.**

**If you or your dependents are eligible to participate in this plan but choose to remain covered under another employer's continuation coverage provision, you may enroll in this plan within 30 days of termination of that continuation coverage without evidence of good health. You must submit a termination notice from the prior plan at the time of enrollment in this plan. For the purpose of administering the pre-existing condition provision of this plan, you and your dependents will be credited for the period of time you were covered by the continuation coverage as if you had enrolled in this plan when you became eligible. For example, if you exercised your continuation coverage rights from a prior plan for 12 months while also being eligible for coverage under this plan, you will be credited with 12 months toward your pre-existing condition waiting period for this plan. In no case will you be credited for continuation coverage prior to your initial eligibility under this plan. You and your dependents are subject to all other limitations, provisions and requirements of this plan upon enrollment.**

## **When Coverage Begins**

When the enrollment requirements are met, your coverage begins on the first day following 90 days of *active employment*. However, your coverage does not begin unless you are *actively at work*. Coverage for your dependents begins the latest of when your coverage begins, the first day your dependent, other than a newborn, is released from the *hospital* or the first day a dependent is legally acquired if properly enrolled.

## **Pre-Existing Conditions**

A pre-existing condition is any *illness* or *injury* which manifested itself during the 18 months before your date of hire.

If you or your dependents have a pre-existing condition, related expenses will not be considered if they are incurred before 18 consecutive months of participation in this plan.

Any time accumulated toward satisfaction of the pre-existing condition limitation under the previous Sinclair Broadcast Group, Inc. Employee Benefit Health Plan High Option will be counted toward the satisfaction of the pre-existing condition limitation of this plan.

## **When Coverage Ends**

Your coverage ends the earliest of the date your employment with Sinclair Broadcast Group, Inc. ends, the date contributions cease or the date you are no longer eligible to participate in this plan.

Coverage for your dependents ends the earliest of the date your coverage ends, the date a dependent no longer meets the eligibility requirements or the date contributions cease.

Sinclair Broadcast Group, Inc. intends the plan to be permanent, but since future conditions affecting your *employer* cannot be anticipated or foreseen, Sinclair Broadcast Group, Inc. reserves the right to *amend*, modify or terminate the plan at any time, which may result in the termination or modification of your coverage. Expenses incurred prior to the plan termination will be paid as provided under the terms of the plan prior to its termination.

## **Special Situation, Extension Of Coverage**

Coverage continued under this provision is in addition to coverage available under Optional Continuation of Coverage (COBRA). COBRA coverage begins following these extensions.

If a dependent child is *physically or mentally handicapped* on the date coverage would otherwise end, the child's eligibility will be extended for as long as you are covered by this plan, the handicap continues, and the child continues to qualify for coverage in all aspects other than age. The plan may require you at any time to obtain a *physician's* statement certifying the *physical or mental handicap*.

## **HEALTH CARE MANAGEMENT PROGRAM**

### **What Is Health Care Management**

Sinclair Broadcast Group, Inc. desires to provide you and your family with a health care benefit plan that financially protects you from significant health care expenses and assures you quality care. While part of increasing health care costs results from new technology and important medical advances, another significant cause is the way health care services are used.

Some studies indicate that a high percentage of the cost for health care services may be unnecessary. For example, *hospital* stays can be longer than necessary. Some hospitalization may be entirely avoidable, such as, when *surgery* could be performed at an *outpatient* facility with equal quality and safety. Also, *surgery* is sometimes performed when other treatment could be more effective. All of these instances increase costs for you and Sinclair Broadcast Group, Inc.

Sinclair Broadcast Group, Inc. has contracted with a professional health care management company to assist you in determining whether or not proposed services are appropriate for reimbursement under the plan. The program is not intended to diagnose or treat medical conditions, guarantee benefits or validate eligibility. The medical professionals who conduct the program focus their review on the appropriateness of *hospital* stays and proposed surgical procedures.

### **Required Admission Review**

You are required to call the health care management program's toll-free number (1-800-648-4670) before any elective admission to a *hospital*, *hospice* or *skilled nursing facility* or before receiving any home health care services. You must also call within 48 hours (2 working days) of any emergency admission. When you call it will be necessary to provide the program with your name, the patient's name, the name of the *physician* and *hospital* or facility, the reason for the hospitalization and any other information needed to complete the review.

## **Podiatry Review**

**You must call the health care management program's toll-free number (1-800-648-4670) before you have any podiatry surgery performed by a podiatrist.**

## **Required Pre-Admission Testing**

**You are required to have *hospital* pre-admission testing performed on an *outpatient* basis prior to confinement for all non-emergency *hospital* admissions. Failure to have pre-admission testing performed on an *outpatient* basis will result in a 50% reduction of benefits for room and board charges for the first day of the confinement.**

**The amount you pay when you do not obtain pre-admission testing does not apply to your out-of-pocket maximum.**

## **Managed Second Opinion**

**You are required to call the health care management program's toll-free number (1-800-648-4670) before any of the following procedures are performed.**

- Arthrotomy & Meniscectomy
- Cesarean Section (repeat)
- Cholecystectomy
- Coronary Artery Bypass
- Harrington Rod Insertion
- Hysterectomy
- Laminectomy
- Laparotomy
- Mastectomy
- Open Prostatectomy
- Prostatectomy (TUR)
- Total Hip Arthroplasty
- Total Knee Replacement
- Ulcer Surgery
- Vagotomy
- Ventral Hernia

**At any time during the review process, you may be asked to obtain a *second surgical opinion* about the necessity for *surgery*. *Second surgical opinions* must be given by a *physician* who is certified by the American Board of Medical Specialists in a field related to the proposed *surgery*. The *physician* giving the opinion must also be independent of the *physician* who first advised *surgery* and is excluded from performing the *surgery*.**



## **Ambulatory Precertification**

You are required to call the health care management program's toll-free number (1-800-648-4670) before any of the following elective, *outpatient* procedures are performed.

- Adenoidectomy
- Amniocentesis
- Angiography of Peripheral Arteries
- Arthroscopy (knee)
- Breast Biopsy
- Bronchoscopy
- Bunionectomy
- Cardiac Catheterization
- Carpal Tunnel
- Cataract
- Circumcision (other than newborn)
- Colonoscopy
- Colposcopy
- Conization of Cervix
- Coronary Arteriography
- CT Scan (by body system)
- Cystoscopy
- Diagnostic Ultrasound (by body system)
- Dilation and Curettage
- Dilation of Urethra
- Echocardiography
- Esophagoscopy
- Hammertoe
- Hemorrhoidectomy
- Holter Monitor
- Hysteroscopy
- Inguinal Hernia
- Laparoscopy
- Laryngoscopy
- Ligation and stripping of Varicose Veins
- MRI (by body system)
- Myelography
- Myringotomy
- Pacemaker Implantation
- Percutaneous Needle Biopsy of Liver
- Percutaneous Renal Biopsy
- Septoplasty
- Stapedectomy
- Tonsillectomy
- Treadmill or Stress Test (non-emergency)
- Tympanostomy
- UGI Endoscopy

## **Physician Fee Negotiation**

As part of the health care management services for *inpatient surgery*, a case manager will discuss your case with your *physician* and ask the *physician* what charge is for the proposed *surgery*. If the fee exceeds the *usual and customary charge* for the procedure, the case manager will attempt to negotiate with the *physician* to reduce that fee. The outcome of the negotiation will be indicated in your precertification approval letter.